NOT FOR PUBLICATION

FILED

JUL 12 2018

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

DAVID CURTIS, Plaintiff-Appellant, v. WEINGARTEN NOSTAT INCORPORATED, a corporation, Defendant-Appellee.	No. 17-17054 D.C. No. 2:16-cv-02584-SRB MEMORANDUM[*]

Appeal from the United States District Court
for the District of Arizona
Susan R. Bolton, District Judge, Presiding

Submitted July 10, 2018[**]

Before: CANBY, W. FLETCHER, and CALLAHAN, Circuit Judges.

David Curtis appeals pro se from the district court's summary judgment in his diversity action alleging breach of an agreement under state law. We have jurisdiction under 28 U.S.C. § 1291. We review de novo, *Lukovsky v. City & County of San Francisco*, 535 F.3d 1044, 1047 (9th Cir. 2008), and we affirm.

[*] This disposition is not appropriate for publication and is not precedent except as provided by Ninth Circuit Rule 36-3.

[**] The panel unanimously concludes this case is suitable for decision without oral argument. *See* Fed. R. App. P. 34(a)(2).

The district court properly granted summary judgment on Curtis's breach of contract claim premised on an oral agreement because it is barred by the applicable statute of limitations. *See* Ariz. Rev. Stat. § 12-550 (four-year general statute of limitations for any action other than for recovery of real property for which no limitation is otherwise prescribed); *Hawkinson Tire Co. v. Paul E. Hawkinson Co.*, 476 P.2d 864, 865 (Ariz. Ct. App. 1970) (the statute of limitations begins to run on the date of the alleged breach). Contrary to Curtis's contention, the district court properly concluded that the breach alleged by Curtis did not arise from the parties' written lease agreement. *See Long v. Buckley*, 629 P.2d 557, 562 (Ariz. Ct. App. 1981) ("For the purpose of application of the six year period of limitations, the act which is alleged to give rise to the breach must bear some connection to the writing itself.").

AFFIRMED.